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Dividing and Inclosing the Open and Common Fields, Common Meadows, Common Grounds, and Waste Ground, within Wardington, Williamscott otherwise Willscot, and Coton otherwise Cotes, in the County of Oxford.



Whereas there are certain open and common Fields, Mea- Preamble.
dows, and waste Ground, lying and being within *Wardington, Williamscott otherwise Willscot, and Coton otherwise Cotes*, in the County of *Oxford*, which are computed to consist of One hundred and Eight Yardlands, or thereabouts, and to contain, in the Whole, about Three thousand Acres:

And whereas the Right Reverend the Lord Bishop of *Oxford*, in Right of his Bishopric, is seised, to him and his Successors, of the perpetual Advowson, Right of Patronage, and Presentation, of, in, and to, the Vicarage of the Parish Church of *Cropredy*, in the said County of *Oxford*; and the Church or Chapel of *Wardington* aforesaid is Part of, or belonging to, the Vicarage of *Cropredy* aforesaid:

And whereas the said Right Reverend Lord Bishop of *Oxford*, in Right of his Bishoprick, or the Lessees of the said Bishop, or their Under-Lessees or Under-Tenants, are seised of and intituled unto all the Tythes of Corn, Grain, Grass, and Hay, and other Great Tythes whatsoever, arising, re-
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newing, or payable, for or in respect of the said common Fields, common Meadows, common Grounds, and waste Ground, lying within *Wardington*, *Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes* aforesaid:

And whereas *John Hopkins* Clerk, is Vicar of the said Parish Church of *Cropredy*, and, in Right of his said Vicarage, is intitled to several Pieces or Parcels of Arable Land, Meadow and Pasture Ground, being Glebe Land, lying in the said Fields and Grounds; and also to all the Vicarial or Small Tythes arising, renewing, increasing, or happening, within *Wardington*, *Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes*, or to some Modus or Moduses, or Composition, in lieu thereof; and also to Two Yardlands of Meadowing in the Fallow Meadow there, and to several Commons in the said Fields:

And whereas *Constance Denton* Widow, *James West* and *Charles Fox*, Esquires, *William Taylor*, *Edmund French*, *Thomas Chamberlain*, *William Wyatt*, and *Charles Watkins*, Gentlemen, *Edward Harriott* Clerk, *John Hiron* the elder, *John Langley*, *Richard Humfris*, *William Bull*, *John Blakemore*, *Thomas Arnold*, and *Thomas Gardner* the younger; the Trustees, for repairing the Parish Church and Clock of *Cropredy* aforesaid, and for ringing the Curfew and Day-bell there, and divers other Persons, are seised of and in all the remaining Part of the Lands and Grounds lying in the said open and common Fields, common Meadows, common Grounds, and waste Ground, within *Wardington*, *Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes*, aforesaid:

And whereas the several Lands and Grounds of the said Owners and Proprietors in the said open and common Fields do lie intermixed, and are, for the most Part, inconveniently situated, and in their present Situation yield but little Profit to the respective Owners and Proprietors thereof:

And whereas the said several Owners and Proprietors of Lands and Grounds, in the said open and common Fields of *Wardington*, *Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes* aforesaid, are desirous that the said common Fields, common Meadows, common Grounds, and waste Ground, may be divided and inclosed, and that specifick Parts and Shares thereof may be assigned to each Proprietor, according to their respective Properties and Interests therein, in such Manner, and subject to such Rules, Directions, and Provisoos, as are herein after-mentioned:

But although the said Division and Inclosure will tend greatly to the Advantage of the said Parties concerned, and be an Improvement of their several and respective Properties in the said open and common Fields; Yet the same cannot be effectually established without the Aid and Authority of Parliament:

May it therefore please Your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual

ritual and Temporal; and Commons, in this present Parliament assembled, and by the Authority of the same, That *Henry Jephcott* of *Kislingbury*, *Commissioner* in the County of *Northampton*, Clerk, *James King* of *Fausley*, in the said County of *Northampton*, Gentleman, *Thomas Grace* of *Shawell*, in the County of *Leicester*, Gentleman, *Francis Burton* of *Aynbo*, in the said County of *Northampton*, Gentleman, and *Charles Butler* of *Edgcote*, in the said County of *Northampton*, Gentleman, and their Successors, to be elected in Manner herein after-mentioned, shall be Commissioners for dividing and inclosing the said open and common Fields, common Meadows, common Grounds, and waste Ground, lying and being in *Warlington*, *Williamscoth* otherwise *Willscott*, and *Coton* otherwise *Cotes*, aforesaid, and for putting this Act into Execution.

And, for the more just and regular Division and Distribution of the said open and common Fields, common Meadows, common Grounds, and waste Ground, so be divided and inclosed as aforesaid, and for the better ascertaining the same, **It is hereby further Enacted and Declared**, by the Authority aforesaid, That the said open and common Fields shall be qualified; which shall and may be done by such proper Person or Persons, in such Manner, and within such Time, as the said Commissioners, or any Three or more of them, shall nominate, direct, and appoint; and such Quality shall be reduced into Writing, which may be inspected by any of the Proprietors of the said Land, without Fee or Reward; and any such Proprietor shall be intitled to a Copy thereof, or any Part thereof, paying for the same at such Rate as the said Commissioners, or any Three or more of them, shall order and direct: And if any Doubts or Disputes shall arise between the Quality-men, concerning the Value of any of the Lands and Grounds, so as aforesaid intended to be inclosed, or any Part or Parts thereof, the same shall be settled, adjusted, and determined, by the said Commissioners, or any Three or more of them: And that a true and perfect Survey shall be made of all the said open and common Fields, common Meadows, common Grounds, and waste Ground, so intended to be inclosed as aforesaid, before the First Day of *August* One thousand Seven hundred and Sixty-one, or as soon after as conveniently may be, by such Person or Persons as shall be nominated and appointed for that Purpose by the said Commissioners or their Successors, or any Three or more of them; and such Survey and Admeasurement shall be reduced into Writing, and the Number of Acres, Roods, and Perches, belonging to each Proprietor shall be therein ascertained, described, specified, and set forth; and the said Survey shall be laid before the said Commissioners or their Successors, or any Three or more of them, at some or One of their Meetings, to be had in pursuance of this Act: And the said Quality and Survey, if required, shall be verified on the Oath of the said Quality-men and Surveyors respectively, and their respective Assistants in the making of the said Quality and Survey; which Oath the said Commissioners or their Successors, or any Three or more of them, are hereby empowered to administer.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners or their Successors, or any Three or more of them, shall

Commissioners to make Allotments.

shall have full Power and Authority, and they are hereby authorized and required, at any Time or Times after the said Survey shall have been made and laid before them as aforesaid, but before the Twenty-fifth Day of March One thousand Seven hundred and Sixty-two (or as soon after as the same can be conveniently done), to set out, divide, ascertain, and allot, the said open and common Fields, common Meadows, common Grounds, and waste Ground, unto and amongst the several Owners and Proprietors thereof, and Persons intitled thereto, in proportion to their several and respective Shares, Interests, Right of Common, and other Properties, in and over the said open and common Fields, common Meadows, common Grounds, and waste Ground, hereby intended to be inclosed, or any Part or Parts thereof; but subject nevertheless to the Rules, Orders, and Directions, herein after contained.

Commis-
sioners to have
due Regard to
the Quality.

Provided always, and it is hereby further Enacted and Declared, That the said Commissioners or their Successors, in making their Allotments, shall have due Regard to the Quality, Situation, as well as Quantity, both of the Lands and Grounds, and the Tythes thereof now belonging to each Proprietor and Persons intitled thereto, and of the Lands and Grounds so to be assigned and allotted in lieu thereof, in pursuance of this Act.

Commis-
sioners to de-
termine Dis-
putes.

Provided always, and it is hereby further Enacted, That if any Dispute or Difference shall arise between the Parties interested in the said intended Division and Inclosure, or any of them, touching or concerning their respective Shares or Proportions, which they, or any of them, now have, or claim to have, in the open and common Fields, common Meadows, common Grounds, and waste Ground, so intended to be inclosed as aforesaid, or touching the respective Shares or Proportions which they or any of them ought to have of and in the said intended Division and Inclosure, it shall and may be lawful to and for the said Commissioners and their Successors, or any Three or more of them, and they are hereby required, by Examination of Witnesses upon Oath (which Oath any One of the said Commissioners is hereby authorized and empowered to administer) and, upon other proper and sufficient Inquiry, Evidence, and Satisfaction to hear and finally determine the same.

Commis-
sioners to allot
Land for Cot-
tage Commons

And it is hereby further Enacted and Declared, That the said Commissioners or their Successors, or any Three or more of them, shall and may, and they are hereby authorized and required to assign, allot, lay out, and appoint, unto and for the several Persons who are Owners of Cottages or Cottage Commons within the said Fields of *Wardington*, *Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes*, aforesaid, and who, in respect of such Cottages, have certain Right of Common in the said common Fields, common Meadows, common Grounds, and waste Ground, so intended to be inclosed as aforesaid, so much and such Parcels and Quantities of Land, Part of the said common Fields, common Meadows, common Grounds, and waste Ground, as the said Commissioners or their Successors, or any Three or more of them, shall adjudge and determine to be

full Recompence and Compensation for such their respective Rights of Common as aforesaid.

And it is hereby further Enacted and Declared, That the said Commissioners or their Successors, or any Three or more of them, shall assign, allot, and appoint, unto and for the said Right Reverend Lord Bishop of Oxford and his Successors, or to the Lessees of the said Bishop, or their Under-Lessees or Under-Tenants, such Plot or Plots of Land or Ground, lying within and being Parcel of the said open and common Fields, common Meadows, common Grounds, and waste Ground, so intended to be inclosed as aforesaid, as shall contain in the whole One full Eighth and a Half Part, or Two Seventeenths, Quantity and Quality considered, of all the Lands and Grounds, lying and being in the said common Fields, common Meadows, common Grounds, and waste Ground, herein before directed and appointed to be set out and divided (except the said Glebe Lands and other Pieces of Land in the said Fields, out of which no Tythes, Moduses, or Compositions, are issuing or payable); and which said Plot or Plots of Land or Ground, so to be allotted to the said Bishop of Oxford or his Successors, or to the Lessees of the said Bishop, or their Under-Lessees or Under-Tenants, shall be in Lieu and Satisfaction of, and a full Equivalent and Compensation for, all the Tythes of Corn, Grain, Grass, and Hay, and all other Great Tythes whatsoever, arising, renewing, happening, increasing, or payable, out of or from all or any of the Lands or Grounds, lying and being in the said open and common Fields, common Meadows, common Grounds, and waste Ground, of and in *Wardington, Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes* aforesaid, and the several Boundaries, Limits, and Precincts thereof; and which said Plot or Plots of Land or Ground, so to be allotted to the said Bishop and his Successors, or to the Lessees of the said Bishop, or their Under-Lessees or Under-Tenants as aforesaid, shall be assigned, allotted, and laid out, in separate Plots or Parcels of Land, as near and conveniently as may be for the said Lessees of the said Bishop, and their Under-Lessees or Under-Tenants, according to each and every of their respective Shares and Interests therein.

Allotment in
lieu of Great
Tythes.

And whereas the said Land and Ground hereby directed and intended to be allotted to the said Bishop of Oxford, or to the Lessees of the said Bishop, or to some of their Under-Lessees, will considerably be improved by the Inclosing the respective Estates of the said Lessees of the said Bishop, or some of their Under-Lessees, and divers others of the Under-Lessees of the Lessees of the said Bishop, will receive no Advantage from the said intended Inclosure, by reason their several Estates leased to them are no Part of the said Lands and Grounds so intended to be inclosed; yet nevertheless, by certain Articles of Agreement heretofore entered into between the said Lessees and Under-Lessees, and now in Force, it is agreed between the said Lessees and Under-Lessees, that all Fines, Sums of Money, and Charges, that shall from time to time be any ways laid out or disbursed in, about, or concerning, the surrendering or renewing the said Lease in being, or any future Lease of the said Bishop of Oxford, shall, from time to time, be

Method of
paying the
Bishop's Fine
on Renewal.

well and truly paid and born by and between the Parties therein mentioned respectively, and their respective Heirs, Executors Administrators, and Assigns, according to the Proportion of their several Rents or Sums of Money therein agreed or mentioned to be paid by them respectively, towards the yearly Rents therein mentioned to be paid by the Lessees to the said Bishop of Oxford; **Be it therefore Enacted**, by the Authority aforesaid, That if the said Bishop or his Successors, upon any future Renewal, shall think proper to raise the Fine to be paid him or them on such Renewal, on Account of the Improvement made by such Inclosure only, or partly on that Account, and partly on any other Account, that then and in such Case, such additional Fine, or such Part thereof, so to be paid on Account of the said Inclosure only, shall be borne and paid by such of the Lessees or their Under-Lessees only, as are interested in, or whose respective Estates shall be improved, by the said intended Inclosure, and not by the Lessees or Under-Lessees not interested therein; any Articles, Indenture, Lease, Covenant, or Agreement, to the contrary in anywise notwithstanding.

Allotment to
the Vicar, in
lieu of Glebe
Land.

And it is hereby further Enacted, That the said Commissioners or their Successors, or any Three or more of them, shall and may allot and appoint, unto and for the said *John Hopkins* and his Successors, Vicars of the Parish Church of *Cropredy* aforesaid, such Parcel or Quantity of Land or Ground, in One entire Plot, being Part of the said common Fields and common Grounds, so intended to be inclosed (and situated as conveniently for the said Vicar as may be), as, in the Judgment of the said Commissioners making such Allotment, shall be a full Equivalent and Compensation, Quantity and Quality considered, for all the Glebe Land, Meadowing, and Commons, of the said *John Hopkins*, lying and being in the said common Fields, common Meadows, common Grounds, and waste Ground, so to be inclosed as aforesaid.

Annuity to
the Vicar.

And it is hereby further Enacted, by the Authority aforesaid, That the annual Rent, or yearly Sum of Fifty-nine Pounds and Sixteen Shillings of lawful Money of Great Britain, free and clear of and from all Deductions, for or in respect of any present or future Taxes, Assessments, or Impositions whatsoever (other than the Tax commonly called the Land Tax, charged upon Lands, Annuities, and other Hereditaments, by Authority of Parliament), shall, from and after the Fifth Day of April One thousand Seven hundred and Sixty-two, be vested in, and the same is hereby vested in, the said *John Hopkins* and his Successors, Vicars of the Parish Church of *Cropredy* aforesaid for ever; and which said annual Rent or yearly Sum of Fifty-nine Pounds and Sixteen Shillings, shall be issuing and payable out of, and charged upon, all the Lands and Grounds, situate, lying and being, in the said common Fields hereby intended to be inclosed (other than and except the said Plots or Parcels of Land, which shall be allotted to the said Bishop or his Successors, or to the Lessees of the said Bishop or their Under-Lessees or Under-Tenants; and also the said Plot of Ground to be allotted to the said *John Hopkins* and his Successors, in lieu of the said Glebe Land, Meadowing, and Commons); and shall be payable and paid by the several Proprietors of the said Lands and Grounds, chargeable therewith as aforesaid, for the Time being for ever, in Proportion to the Quantity

city or yearly Value of the Lands and Grounds of and belonging to each such Proprietor respectively, and to be settled, adjusted, and ascertained, by the said Commissioners or their Successors, or any Three or more of them.

And it is hereby further Enacted, That the several yearly Sums <sup>Time of pay-
ing the Vicar's
Annuity.</sup> to be paid towards making up the said yearly Sum of Fifty-nine Pounds and Sixteen Shillings shall be paid by the Owners and Proprietors of the said Lands and Grounds chargeable therewith respectively, free from all Deductions whatsoever (except as aforesaid) to the said *John Hopkins* and his Successors, Vicars of the Parish Church of *Cropredy* aforesaid, upon the Tenth Day of *October* and the Fifth Day of *April*, by equal Portions, in every Year, for ever, the first Payment thereof to begin and be made on the Tenth Day of *October*, which will be in the Year of Our Lord One thousand Seven hundred and Sixty-two.

And, for the due and regular Payment of the said yearly Sum of Fifty-nine Pounds and Sixteen Shillings to the said *John Hopkins* and his Successors respectively, for the Time being, Vicars as aforesaid, **Be it further Enacted,** by the Authority aforesaid, That it shall and may be lawful to and for the said *John Hopkins* and his Successors, or such Person or Persons as he or they shall, from time to time, appoint to collect and receive, of and from the several Owners and Proprietors of the Lands and Grounds hereby directed to be inclosed, and chargeable therewith as aforesaid, the several Rents or yearly Sums, so to be paid towards making up and constituting the said yearly Rent or Sum of Fifty-nine Pounds and Sixteen Shillings to him the said *John Hopkins* and his Successors, Vicars as aforesaid, at the several Days herein before appointed for Payment thereof.

And it is hereby further Enacted and Declared. That in case any <sup>Power of
Distress.</sup> of the said yearly Rents or Sums, so to be paid as aforesaid, or any Part thereof respectively, shall be behind or unpaid by the Space of Forty Days next after either of the said Days herein before appointed for Payment thereof; then and in such Case, and from time to time, as often as it shall so happen, it shall and may be lawful to and for the said *John Hopkins* and his Successors, Vicars as aforesaid, or such Person or Persons as he or they shall appoint, into and upon such specific Part and Parts only of the said Premises, so charged or chargeable with that Share or Proportion of the said annual Rent or yearly Sum of Fifty-nine Pounds and Sixteen Shillings, which shall be so behind and unpaid, or into and upon such Part and Parts thereof to enter and distrain, and the Distress and Distresses then and thereupon to take, carry away, and impound, or otherwise dispose of, according to Law; and in case the same be not redeemed in Five Days, by Payment of such Parts and Proportions of the said annual Rent or yearly Sum which shall be so in Arrear and unpaid, together with the Charges of such Distress, then to sell the said Distress, and out of the Money arising by such Sale, to retain all the Arrears of such the said Parts and Proportions of the said annual Rent, or yearly Sum, which shall be then due, and the Charges of the said Distress and Sale, rendering the Overplus (if any) to the Owner;

Owner; and also, that in case the said annual Rent or yearly Sum of Fifty-nine Pounds and Sixteen Shillings, or any Part thereof, shall be behind or unpaid by the Space of Forty Days as aforesaid, after either of the Days before mentioned or appointed for the Payment thereof, that then and so often, from time to time, as it shall so happen, it shall and may be lawful to and for the Person or Persons intitled to such Part or Parts of the said annual Rent or Sum as shall be so behind and unpaid, to enter into and upon such Part and Parts only of the Premises hereby charged with and liable to pay that Share and Proportion of the said annual Rent or yearly Sum of Fifty-nine Pounds and Sixteen Shillings, which shall be so in Arrear and unpaid, and to receive and take the Rents, Issues, and Profits thereof, to his and their own Use and Benefit, until thereby or therewith, or otherwise, all Arrears of such Part and Proportion of the said annual Rent or yearly Sum of Fifty-nine Pounds and Sixteen Shillings, which shall be then grown due, or that, during such Possessions, shall grow due, and all Costs and Charges attending such Entry and Perception of the Rents and Profits aforesaid, and all Damages to be sustained and incurred by reason of the Non-payment thereof, shall be fully satisfied and paid.

Lands allotted
to the Vicar,
to be in lieu
of Glebe.

And it is hereby further Enacted and Declared, That the said Plot or Parcel of Land and Ground, which shall be so assigned, laid out, and allotted, to and for the said *John Hopkins* and his Successors, Vicars of the Parish Church of *Cropredy* aforesaid, in pursuance of this Act, shall be in Lieu, and full Satisfaction and Compensation, of and for all the Glebe Lands, Meadows, and Commons, of and belonging to the said *John Hopkins* and his Successors, Vicars as aforesaid, which are lying and being in the said open and common Fields of *Wardington*, *Williamscoth* otherwise *Willscott*, and *Coton* otherwise *Cotes*, aforesaid, hereby directed to be divided and inclosed as aforesaid; and that the said annual or yearly Sum of Fifty-nine Pounds and Sixteen Shillings, so vested or intended to be hereby vested in the said *John Hopkins* and his Successors, Vicars of the Parish Church of *Cropredy* aforesaid, is so vested in him and them respectively, in Lieu of, and as an Equivalent and full Satisfaction and Compensation of and for, all the Vicarial or Small Tythes, or Moduses or Compositions in lieu thereof, and all other Tythes whatsoever, due and payable to the said *John Hopkins* and his Successors, Vicars as aforesaid, for, out, or in respect of, any Lands or Grounds in the said common Fields, common Meadows, common Grounds, and waste Ground, hereby intended to be inclosed as aforesaid; and also for, out of, or in respect of, any Messuages or Homesteads in *Wardington*, *Williamscoth* otherwise *Willscott*, and *Coton* otherwise *Cotes*, aforesaid.

Annuity of
Fifty-nine
Pounds Six-
teen Shillings
to the Vicar,
to be in lieu of
small Tythes
of Fields.

Saving Clause
to the Vicar,
with respect
to Tythes of
old Inclosures,
&c.

Provided always, That nothing in this Act contained shall prejudice, lessen, or defeat, the Right or Title of the said *John Hopkins* or his Successors, Vicars of *Cropredy* aforesaid, of, in, and to, the ancient inclosed Lands at *Wardington* aforesaid, called *The Over Hays and Hams*, belonging to the said *Constance Denton*, or to any Tythes, Moduses, or other Duties arising or renewing within, or payable in respect of, any Mills, or ancient inclosed Lands, belonging to the said *William Taylor*, in *Williamscoth* otherwise *Willscott* aforesaid, or to all or any of the Oblations, Mortuaries, or

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Easter Offerings, Marriages, Churchings, Burials, or Surplice Fees, whatever arising within Wardington, Williamscott otherwise Willscot, and Coton otherwise Cotes, aforesaid; but that the same and every of them shall remain due and payable to the said Vicar and his Successors, in the same Manner as before the making and passing this present Act.

Enacted also, That nothing in this Act contained shall prejudice, lessen or defeat, the Right or Title of the Right Reverend Lord Bishop of *Oxford* or his Successors, or the Lessees of the said Bishop, or their Under-Lessees or Under-Tenants, in and to any Tythes, Moduses, or other Dues, arising or renewing within, or payable for or in respect of, any Parts or Parcels of antient inclosed Lands or Grounds in *Wardington, Williamscott otherwise Willscott, and Coton otherwise Cotes, aforesaid* (other than and except the Lands and Grounds so intended to be divided and inclosed as aforesaid.)

Saving Clause to the Bishop, with respect to ancient Inclosures.

And it is hereby further Enacted, That the antient Custom of providing and keeping a Bull and a Boar, by the Lord or Lords, Lady or Ladies, of the said Manor of *Wardington, Williamscott otherwise Willscott, and Coton otherwise Cotes, aforesaid*, for the Use of the Inhabitants of *Wardington, Williamscott otherwise Willscott, and Coton otherwise Cotes, aforesaid*, shall from henceforth be and the same is hereby abolished.

The Custom of keeping a Bull and Boar, abolished.

And it is hereby further Enacted and Declared, That the said Commissioners and their Successors, or any Three or more of them, shall and may, and they are hereby authorized and required, to ascertain, set out, and appoint, both publick and private Roads or Ways through the new Inclosures and Allotments, so to be made as aforesaid, and the Affizes and Breadths thereof, so that all such publick Roads or Ways shall be and remain Forty Feet broad at the least (except Bridle-ways and Foot-ways); and which said publick Roads and Ways shall, at all Times for ever hereafter, be repaired and kept in Repair, by and at the Expence of all the Inhabitants of and within *Wardington, Williamscott otherwise Willscott, and Coton otherwise Cotes, aforesaid*, in the same Manner as the other Roads and Ways there were repaired and kept in Repair before the passing of this Act, and according to the antient Usage and Custom of *Wardington, Williamscott otherwise Willscott, and Coton otherwise Cotes, aforesaid*, in case the same publick Roads or Highways shall lie open and not be inclosed, or made into a Lane from the Ground next adjoining thereunto; but in case any One or more of the present or future Proprietors shall at any Time or Times hereafter inclose, or make into a Lane or Lanes, any such publick Road or Roads as shall be awarded through his, her, or their Allotment or Allotments, or any Part or Parts thereof, by walling, hedging, ditching, or otherwise howsoever confining such publick Roads or Highways from the other Part of his, her, or their Allotment or Allotments, that then and in such Case the Owner or Owners of the said Allotment or Allotments, for the Time being, from which the same shall be so inclosed, shall, for so long time as the same shall continue inclosed and made into a Lane or Lanes, as aforesaid, repair, maintain, and keep in Repair, such Road or Roads at

Commissioners to set out Roads, and how repaired.

his,

his, her, or their own Expences; and also that all and every of the present or future Proprietors who shall make or set up any Gate or Gates across any of the publick Roads or Ways which shall be awarded through his, her, or their Allotment or Allotments, shall, within Twelve Calendar Months next after such Gate or Gates shall be so made and set up, at his, her, or their own Costs and Charges, make and lay good covered Drains, Surfs, or Bridges, over or across the Passage leading through such Gate or Gates; and also from time to time, and at all times thereafter, keep the said Drains, Surfs, and Bridges, in good Order and Repair, and the Passage for Water to run under the same always open and well scoured; and that it shall not be lawful for any Person or Persons, after making such new Roads or Ways, to use any Roads or Ways, either publick or private, over the said new Inclosures, on Foot, or with Horses, Cattle, or Carriages, other than such Roads or Ways as shall be ascertained, set out, and appointed, as aforesaid.

Grafs on the
Roads.

And it is hereby further Enacted and Declared, That from and after such intended Division and Inclosure shall be made as aforesaid, all the Grafs and Herbage growing and renewing on any of the Roads and Ways, so to be ascertained, set out, and appointed, as aforesaid, shall, at all Times thereafter, be and remain, to and for the Use, Benefit, and Advantage, of such Person or Persons, as the said Commissioners or their Successors, or any Three or more of them, shall, in their Discretion, by any Writing or Writings under their Hands and Seals in that Behalf, award, order, direct, or appoint.

Fences, by
whom made
and repaired.

And it is hereby further Enacted and Declared, That all the Hedges, Ditches, and Fences, to be made for the inclosing, seperating, and dividing, of the said common Fields, common Pastures, common Meadows, common Grounds, and waste Ground, pursuant to this Act, shall be made, and at all Times thereafter repaired and maintained, by such Person or Persons (except the said *John Hopkins* and his Successors, Vicars as aforesaid), and in such Manner, as the said Commissioners or their Successors, or any Three or more of them, shall, by any Writing or Writings under their Hands and Seals in that Behalf, award, order, direct, or appoint; and such Award, Order, Direction, or Appointment, so to be made by the said Commissioners or their Successors, or any Three or more of them, in that Behalf, shall be binding and conclusive to the several Parties, so interested and intituled to such Shares and Allotments as aforesaid.

Method of
Fencing the
Vicar's Allotment.

And it is hereby further Enacted and Declared, That the said Plot of Ground, so to be allotted and set out for the said *John Hopkins* and his Successors, Vicars as aforesaid, shall be inclosed round, in One Plot and no more, by Ditches and Quickset Hedges, or other proper Mound or Fence, already or hereafter to be made on the opposite or contiguous Plots or Allotments, and shall for ever thereafter be maintained and kept in Repair by and at the Expence of the Persons whose Lots shall lie contiguous thereto, or otherwise by the several Proprietors and Owners of Lands and Grounds, so intended to be inclosed as aforesaid (other than and except the said *John Hopkins* and his Successors, Vicars as aforesaid), in such Manner, Shares, and Proportions, as the

said Commissioners or their Successors, or any Three or more of them, shall for that Purpose, by any Writing under their Hands and Seals, award, order, direct, or appoint.

And it is hereby further Enacted and Declared, That it shall and may be lawful to and for the said Commissioners or their Successors, or any Three or more of them, to award, order, direct, allot, or appoint, out of the Land and Ground so to be allotted to the said *John Hopkins* and his Successors, Vicars as aforesaid (in lieu of his said Glebe Land), such Parcel and Quantity of Land as shall, by the said Commissioners, or any Three or more of them, be deemed a sufficient Equivalent and Compensation for the Charges and Expences of making any Subdivisions in the said Plot or Plots, so to be allotted to the said *John Hopkins* and his Successors, Vicars, as aforesaid; which said Parcel and Quantity of Land, so to be appointed out of the said Plot or Plots to be allotted to the said *John Hopkins* and his Successors, Vicars as aforesaid, shall be allotted to all, or any, or such of the said Proprietors, as the said Commissioners, or any Three or more of them, shall direct or appoint, or otherwise agree with, to pay and defray the Expences of such Subdivisions, so to be made as aforesaid, in such manner as the said Commissioners or their Successors, or any Three or more of them, shall award, order, direct, or appoint.

Land to be allotted for making the Vicar's Subdivisions.

Provided nevertheless, and it is hereby further Declared and Enacted, That in case any Lands or Grounds, upon which any Trees, Underwoods, Thorns, Hedges, Bushes, or Shrubs, shall, at the time of such Allotments be standing, growing, or being, shall be allotted and appointed to any Person or Persons, other than such as was or were the Proprietor or Proprietors thereof at and immediately before such Allotment, then and in such Case it shall and may be lawful to and for such Owners and Proprietors thereof respectively, at any seasonable Time or Times within the Space of Six Calendar Months, or within any shorter Space of Time, to be appointed by the said Commissioners or their Successors, or any Three or more of them, after such Allotments shall be made, to enter into and upon the Lands and Grounds upon which such Trees, Underwoods, Thorns, Hedges, Bushes, and Shrubs, shall be standing and being, and fell, grub up, and cut down, and with Horses and Carriages to carry away the same, at his and their Wills and Pleasures, to and for his and their own proper Use and Benefit, he and they making good by levelling all such Grounds as they shall break or dig up for the Purpose aforesaid.

Trees, &c. to be taken away by the Proprietors in Six Months.

Provided nevertheless, That if any such Hedges, now standing upon the Premises, shall be assigned or appointed by the said Commissioners as or for a Boundary or Fence for any of the new Inclosures, so intended to be made as aforesaid, all such Hedges shall be left for the Benefit of such Person and Persons to whom such new Inclosures shall belong by virtue of this Act, he, she, and they, making such Allowance or Consideration to the former Owners and Proprietors of such Hedges respectively, as the said Commissioners and their Successors, or any Three or more of them, shall, by any Writing under their Hands and Seals in that Behalf, order and appoint.

Hedges assigned by the Commissioners for Boundaries to remain.

And,

Award to be
made.

And, for preventing all Differences and Disputes relating to the said Inclosure and Division, **It is hereby Enacted**, by the Authority aforesaid, That as soon as conveniently may be after the said Commissioners shall have completed and finished the Partitions and Allotments of the said open and common Fields, common Meadows, common Grounds, and waste Ground, hereby directed to be inclosed and divided as aforesaid, pursuant to the Purport and Directions of this Act, they or their Successors, or any Three or more of them, shall form and draw up, or cause to be formed and drawn up, an Award or Instrument thereof in Writing, which shall express and contain the Quantity, in Statute Measure, of Acres, Roods, and Perches, contained in the said common Fields, common Meadows, common Grounds, and waste Ground, so intended to be inclosed as aforesaid, and the Quantity of each and every Part and Parcel thereof, which shall be assigned and allotted to each of the Parties intitled to and interested in the same, and a Description of the Situation, Buttals, and Boundaries, of the same Parcels and Allotments respectively, and proper Orders and Directions for fencing and mounding the same, and for keeping the said Mounds and Fences in Repair; and also for making and laying out proper Roads, Ways, and Passages, in and through the same Premises; and shall also specify and ascertain the several yearly Rents or Sums to be paid and contributed by the Owners of the said Allotments respectively, towards making up the said yearly Sum of Fifty-nine Pounds and Sixteen Shillings, to be vested in the said *John Hopkins* and his Successors, Vicars of the said Parish Church of *Cropredy*, for and in lieu of the Vicarial or Small Tythes, Moduses or Compositions as aforesaid; and shall also express and contain such other Orders, Regulations, and Determinations, as shall be proper and necessary to be inserted, conformable to the Tenor and Purport of this Act; which Instrument shall be fairly ingrossed and written on Parchment, and signed and sealed by the said Commissioners or their Successors, or any Three or more of them; and shall, within Twelve Calendar Months next after the same shall be so signed and sealed as aforesaid, be inrolled either in his Majesty's High Court of *Chancery*, Courts of *King's Bench* or *Common Pleas* at *Westminster*, or by the Clerk of the Peace for the said County of *Oxford*, to the end Recourse may be had to the same, by any Person or Persons interested in the said intended Inclosure, for the Inspection and Perusal whereof the Sum of One Shilling shall be paid, and no more, and a Copy thereof, signed by the proper Officer of any of the said Courts, or by the Clerk of the Peace, or his Deputy, for the said County of *Oxford*, purporting the same to be a true Copy (for which no more shall be paid than Two Pence *per Sheet*, each Sheet to contain Seventy-two Words), as also the said original Award or Instrument, and each of them shall, from time to time; and at all Times hereafter, be admitted and allowed in all Courts whatsoever as legal Evidence of the same. And the said original Award or Instrument, after the same shall be inrolled as aforesaid, shall be lodged in the common Chest of the Church or Chapel of *Wardington* aforesaid, for the Benefit of all the Parties interested in the said intended Inclosure; and the several Allotments, Partitions, and Divisions, so made by the said Commissioners or their Successors, or any Three or more of them, in and by such Award or Instrument in Writing, so executed and inrolled as aforesaid, shall be

and are hereby declared to be, binding and conclusive, unto and upon all and every the several Parties interested in the said open and common Fields, common Meadows, common Grounds, and waste Ground, so intended to be inclosed as aforesaid.

And it is hereby further Enacted, That when the said open and common Fields, common Meadows, common Grounds, and waste Ground, directed and appointed by this Act to be inclosed, shall be set out, ascertained, and allotted, by the said Commissioners or their Successors, or any Three or more of them, by such Award, Instrument, or Writing, as herein before-mentioned, the several Parcels of Lands and Grounds, so to be allotted and set out respectively, shall, within Twelve Calendar Months after the signing and sealing the said Award, Instrument, or Writing, be inclosed, hedged, ditched, and fenced, at the proper Costs and Charges of the respective Persons to whom the same shall be respectively assigned and allotted (other than and except the said *John Hopkins* and his Successors, Vicars, as aforesaid), in such manner as the said Commissioners or their Successors, or any Three or more of them, shall, in such their Award, order and direct: And that it shall and may be lawful to and for the said respective Persons, to whom such Shares and Allotments shall be assigned and allotted by virtue of this Act, from time to time, and at all Times, after the said intended Division and Inclosure, at proper, seasonable, and convenient Times in the Year, to set down or place Posts and Rails, or any other Fences, on the Outside the Ditches bounding their respective Allotments, not exceeding Two Feet from such Ditches, for the better Preservation of their young Hedges, and to take and carry away such Posts and Rails, or other Fences, at any proper, seasonable, and convenient Times thereafter.

In what Time the Allotments are to be inclosed.

Provided nevertheless, and it is hereby Enacted and Declared, That the Charges and Expences of ditching, hedging, mounding, and fencing, of the Lands and Grounds, so to be allotted to and for the Benefit of the said Lord Bishop of *Oxford*, or the Lessees of the said Bishop, or their Under-Lessees, shall be born, paid, and defrayed, by the respective Lessees of the said Bishop and their Under-Lessees, in Proportion to their respective Parts, Shares, and Interests, in such Lands and Grounds which shall be so allotted to and for the said Lord Bishop, or to the Lessees of the said Bishop, or their respective Under-Lessees, and in such manner as the said Commissioners or their Successors, or any Three or more of them, shall award, order, direct, or appoint.

Charges of Fencing to be paid by the Bishop's Lessees, &c.

And it is hereby further Enacted, That if any Person or Persons shall not, within Twelve Calendar Months next after the signing and sealing the said Award, Instrument, or Writing as aforesaid, inclose, hedge, ditch, and fence, the several Parcels of Lands and Grounds, so to be allotted and set out to him, her, or them respectively as aforesaid, in such manner as the said Commissioners or their Successors, or any Three or more of them, shall, in such their Award, order and direct as aforesaid, it shall and may be lawful to and for the Person or Persons interested in the Lands and Grounds, next adjoining to the Lands and Grounds of the Person or Persons so neglecting or refusing as aforesaid, to exhibit a Complaint, in Writing, against

Method of proceeding against Persons neglecting to fence their Allotments.

such Person or Persons, before One or more of his Majesty's Justices of the Peace for the said County of *Oxford*, not being interested in the Lands and Grounds so intended to be inclosed, who shall summon the Parties concerned, examine Witnesses, upon Oath, as to the Nature of the Complaint, which Oath such Justice or Justices is and are hereby authorized and required to administer; and after such Summons and Examination shall be had and taken, shall and may order, direct, and appoint, the Person or Persons, exhibiting such Complaint as aforesaid, to make, repair, and maintain, the Hedges, Ditches, and Fences, of the Person or Persons so neglecting or refusing as aforesaid; and also shall and may, and they are hereby required, by Warrant under their Hands and Seals, directed to any Person or Persons, to cause the Charges and Expences of the making, repairing, and maintaining, the Hedges, Ditches, and Fences, of the Person or Persons so neglecting or refusing as aforesaid (Demand of the same being first made), to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so neglecting or refusing to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of taking and making such Distress or Distresses, and selling the same, or otherwise shall and may, by any Writing under his or their Hand and Seal, or Hands and Seals, authorize and empower the Person or Persons exhibiting such Complaint as aforesaid, or any other Person or Persons, to enter into and upon the Premises so to be allotted to such Person or Persons refusing to pay as aforesaid, and to take and receive the Rents and Profits thereof respectively, until therewith the Charges and Expences of making, repairing, and maintaining the Hedges, Ditches, and Fences, of the Person or Persons so neglecting or refusing as aforesaid, and all Costs, Charges, and Expences, occasioned by or attending such Entry upon and Perception of the Rents and Profits of the same Premises, shall respectively be fully paid and satisfied.

Convenient
Gaps to be
left.

And it is hereby further Enacted and Declared, That convenient Gaps and Openings shall be left in the said Fences and Inclosures, for the Space of Six Calendar Months next ensuing, the Execution of the said Instrument or Writing, for the Passage of Cattle, Carts, and Carriages, in and through the same, unless the several Parties interested therein shall agree that the same shall be sooner fenced in, made up, and inclosed.

Power to set
up Gates, &c.
across Free-
boards.

And be it further Enacted, by the Authority aforesaid, That when any Parcel of Land, so to be allotted as aforesaid, shall abut or adjoin upon any Free-board belonging to the Proprietors of any of the common Fields or inclosed Lands, next adjoining to the Fields and Lands hereby intended to be inclosed, the Person or Persons, to whom such Parcel of Lands shall be allotted, shall and may, and they are hereby empowered to plant, and to set up, and erect Gates, or any other kind of Fence or Fences, in, over, and upon, such Free-board, for the raising and preserving the Quickset Banks, Woodplants, and other the Fences, to be raised upon such Parcel of Land, until such time as the Owner or Owners of such Free-board shall sufficiently, and at his and their own Expence, have ditched, fenced, and mounded out, the same Free-board from the said Parcel of Land adjoining thereunto.

And be it further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said Commissioners and their Successors, or any Three or more of them, to award, order, and direct, any Waters, Springs, and Watercourses, to pass, go, or be turned, in, through, over, or across, any of the Lands so intended to be inclosed as aforesaid, in such manner as they shall think most beneficial or convenient for the watering the several Allotments thereof to be made as aforesaid.

Power to turn Springs.

Provided always, and it is hereby further Enacted, That it shall and may be lawful to and for the said Commissioners or their Successors, or any Three or more of them, and they are hereby authorized and empowered to allot and appoint Two or more Plots of Land out of the said common and open Fields or Grounds hereby intended to be inclosed as aforesaid (not exceeding in the whole the Quantity of Two Acres), as or for public Stone Pits or Gravel Pits; and which said Plots of Land shall be allotted and laid out in such Part and Parts of the said Fields, and be fenced in such manner, and by such Person or Persons, as the said Commissioners or their Successors, or any Three or more of them, shall direct, order, or appoint, and shall be at all Times for ever hereafter used and appropriated, by the said Proprietors and their Tenants, for the Repairs of the Roads within *Wardington, Williamscoth* otherwise *Willscott*, and *Coton* otherwise *Cotes* aforesaid.

Power to allot Ground to dig Stones.

And whereas it is requisite that some convenient Time shall be fixed for every Person intitled to any Part of the said new Inclosures to accept of their respective Allotments and Shares; Be it therefore Enacted, by the Authority aforesaid, That all and every such Person and Persons shall, and they are hereby required to accept his, her, and their, respective Allotments and Shares, within the Space of Six Calendar Months next after the Execution of the aforesaid Award or Instrument, and Notice to him, her, or them, respectively given, by Writing under the Hands and Seals of the said Commissioners or their Successors, or any Three or more of them, for that Purpose, which Notice shall be delivered to the Party or Parties, or left at the usual Place of Abode of such Party or Parties; and in case any Person or Persons shall neglect or refuse to accept of his or her Share or Allotment, within the Time before-mentioned, such Person or Persons, so neglecting or refusing, shall be totally excluded from having or receiving any Benefit or Advantage by this present Act and also, from any Estate or Interest, or Right of Common whatsoever, in any of the Lands and Grounds assigned or allotted to any Person or Persons by virtue of this Act.

Time limited for accepting Allotments.

Provided also, and it is hereby Enacted and Declared, That the Guardians, Husbands, Committees, or Trustees, of any Person or Persons being Minors, Lunaticks, under Coverture, or beyond the Seas, or otherwise incapable by Law to accept such Allotments, so to be made as aforesaid, shall be and are hereby enabled and required to accept thereof, for the Use of such Person or Persons, so incapacitated as aforesaid; and such Acceptance shall be, and is hereby declared to be, as valid and effectual,

Guardians, &c. to act.

tual, as if the Person or Persons, for whom the same shall be made, was or were capable of acting for him, her, or themselves; any thing herein contained to the contrary notwithstanding.

Non-claim or Non-acceptance not to exclude.

Provided nevertheless, That the Non-claim or Non-acceptance of any Guardian, Husband, Committee, Trustees, or Tenant for Life, shall not exclude or anywise prejudice the Claim or Acceptance of any Person or Persons, being Minors, Lunaticks, under Coverture, or beyond the Seas, or otherwise incapable by Law to accept such Allotments, so to be made as aforesaid, who shall claim and accept within One Year after such Disability or Incapacity is removed, or of any Person or Persons intitled as Heir, or in Remainder after the Death of any Person dying under such Disability or Incapacity, who shall claim and accept within One Year after his, her, or their, Right, Title, or Interest, shall have descended to them or accrued.

New Allotments to be in Bar of Parties former Rights.

And it is hereby further Enacted, That the several Lands and Grounds to be divided, assigned, set out, allotted and appointed, unto and for the several Persons, who by virtue of this Act shall be intitled to the same, shall be in full Bar of, and in Satisfaction and Compensation for, his, her, and their, several Pieces and Parcels of Land and Ground, which, before the passing this Act, were and are lying dispersedly in the said open and common Fields, common Meadows, common Grounds, waste Ground, and Glebe Lands, within *Wardington, Willamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes* aforesaid; and also in full Bar and Satisfaction of, and Compensation for, all Right of Common and other Properties whatsoever (except as aforesaid), in, over, and upon, the said open and common Fields, common Meadows, common Grounds, waste Ground, and Glebe Lands, and other commonable Places respectively: And that from and immediately after the making the said Divisions and Allotments, and Execution of the said Award or Instrument, of such Tenor and Purport as before-mentioned, all Right of Common, belonging to or claimed by all and every the said Owners, Proprietors, or Occupiers, of Messuages, Cottages, or Tenements, Lands, Grounds, or other Hereditaments, within *Wardington, Willamscott* otherwise *Willscott*; and *Coton* otherwise *Cotes* aforesaid, in, over, and upon, the said open and common Fields, common Meadows, common Grounds, Glebe Lands, waste Ground, and commonable Places, and every Part thereof; and also all Tythes and Moduses, payable for or in respect of the Lands and Grounds hereby directed and intended to be inclosed, shall cease, determine, and be for ever extinguished.

Power to exchange.

And it is hereby further Enacted, by the Authority aforesaid, That for the more convenient Situation and Disposition of the several Farms and Lands of the several Freeholders and Land Owners, within *Wardington, Willamscott* othrewise *Willscott*, and *Coton* otherwise *Cotes* aforesaid, upon the said intended Division and Inclosure, it shall and may be lawful to and for all or any of the said Freeholders or Proprietors of Lands and Grounds, so to be divided and inclosed as aforesaid, to exchange all or any of his, her,

her, or their Messuages, Tenements, Homesteads, Old Inclosures, or any other Lands or Grounds, within *Wardington, Williamscoth* otherwise *Willscott*, and *Coton* otherwise *Cotes* aforesaid, for any other Messuages, Tenements, Homesteads, Old Inclosures, or any other Lands or Grounds there, so as all and every such Exchange or Exchanges be made by and with the Consent or Approbation of the said Commissioners or their Successors, or any Three or more of them, to be ascertained, specified, and declared, in the said Award or Instrument directed to be made and executed as aforesaid, or some other Act, Deed, or Instrument, to be inrolled as before-mentioned; and that all and every such Exchange or Exchanges so to be made as aforesaid, shall be good, valid, and effectual in the Law, to all Intents and Purposes whatsoever, notwithstanding any Will or Wills, Settlement or Settlements, Intail or Intails, or other Incumbrances, then made or affecting the same; and that the Messuages, Tenements, Orchards, Homesteads, Old or New Inclosures, and other Lands or Grounds, for which any shall be as aforesaid exchanged, shall be subject and liable to such and the same Will or Wills, Settlement or Settlements, Use or Uses, or other Incumbrances, as the said Premises, for which they shall be so exchanged, was or were subject and liable to before the passing of this Act.

Provided always, and it is hereby further Enacted and Declared, That all and every Lease and Leases, and Agreement or Agreements, upon Rack-rent now subsisting, of all or any Part or Parts of the said common Fields, common Meadows, common Grounds, and waste Ground, hereby directed to be inclosed, or, by virtue of this Act, to be exchanged as aforesaid, shall, as to the Fallows, Sheep Commons, and Fallow Meadow Ground, upon the Twelfth Day of May, which shall be in the Year of Our Lord One thousand Seven hundred and Sixty-one, cease and be void; and as to the Remainder of the Lands, Leys, Pasture Ground, Meadows, and Commons, hereby directed to be inclosed or exchanged as aforesaid, shall, upon the Twelfth Day of November, in the said Year of Our Lord One thousand Seven hundred and Sixty-one, cease and be void, the respective Owners of the said common Fields, common Meadows, common Grounds, and waste Ground, so intended to be inclosed, who have made or granted any such Leases or Agreements, making such Satisfaction to such Lessee or Lessees, Tenant or Tenants, as the said Commissioners or their Successors, or any Three or more of them, shall ascertain, direct, order, or appoint, as reasonable to be paid or allowed to such Lessee or Lessees, Tenant or Tenants, on account thereof, or as an Equivalent for the same; and that from and after the passing of this Act, the said Commissioners or their Successors, or any Three or more of them, shall order, direct, or appoint, the Course of Husbandry that shall be used in the said common Fields, till such Time as they shall have completed their Award; and that all and every Person's Estate in the said open Fields shall be liable to such Directions as they shall appoint, as well with regard to the stocking, as to the ploughing, sowing, or laying down the same.

Provided also, and it is hereby further Enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to

E

make

Not to make
void or alter
any Will or

Leases at
Rack-rent
to be void.

Settlement,
&c.

make void, alter, or annul, any Will or Wills, Settlement or Settlements, or to prejudice any Person or Persons having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Chief-rent, Fee-farm Rent, or other Incumbrances, out of, in, or upon, or affecting, any of the Lands or Grounds so intended to be inclosed, or any Part or Parts thereof respectively, or to vacate, annul, or make void, the Lease or Leases granted by the said Lord Bishop of *Oxford* or his Lessees, or any other Lease or Leases for Life or Lives, or which may be determinable on any Life or Lives, or otherwise, not being a Lease or Leases at Rack-rent; but that the several Lands and Grounds, so to be assigned and allotted, upon such Inclosure or Division, to the several Parties interested therein, or their Trustees respectively, or which shall be taken in Exchange in pursuance of this Act, shall, immediately upon such Allotment or Exchange, be, remain, and enure, and the several Persons, to whom the same shall be assigned and allotted, or given in Exchange, as aforesaid, shall from thenceforth stand and be seized of the same respectively, subject and liable to such and the same Use and Uses, and to and for such and the same Estate and Interest, and subject to such and the same Will and Wills, Power and Powers, Provisoos, Limitations, Remainders, Trusts, Charges, Rents, Chief-rents, Fee-farm Rents, Annuities, and other Incumbrances, as the several Lands, Grounds, Tenements, and Hereditaments, in lieu of which such Allotments and Exchange made as aforesaid, now are or should and would have been subject and liable to be charged with or affected by, in case the same had remained inclosed and unexchanged, or this Act had not been made.

Power to borrow Money
to defray the
Expence of
Inclosing, &c.

And whereas the said Lessees of the said Bishop, and their Under-Lessees, the Trustees for repairing the Parish Church and Clock of *Croft* aforesaid, and several of the Owners and Proprietors of the Lands and Grounds lying in the common Fields, common Meadows, common Grounds, waste Ground, so intended and directed to be divided and inclosed as aforesaid, his, her, or their Trustee or Trustees, Committee or Committee Guardian or Guardians, may have Occasion to borrow Money, to pay and defray their respective Shares and Proportions of the Charges and Expence incident to and attending such Inclosure and Divisions, and the obtaining and passing this Act, and the necessary Subdivisions of the said Allotment and cannot, by reason of some Settlement or Settlements already made in the Grounds, Lands, Tythes, and Premises, or some Part or Parts thereof, or some other Impediments, Incapacity, or Incumbrances, respectively affecting the same, make an effectual Security thereof for the Money wanted to be raised and borrowed for the Purposes aforesaid; **Be it therefore Enacted**, by the Authority aforesaid, That it shall and may be lawful and for the said Lessees of the said Bishop, and their Under-Lessees, Trustees for the Church and Clock aforesaid, and to and for any of the Owners or Proprietors, for the Time being, of the Lands or Grounds so intended to be inclosed as aforesaid, or to and for the Husbands, Guardians, Trustees, or Committees, of any of the said Lessees or Under-Lessees, or Owners or Proprietors, being under Coverture, Minors, Lunatics, or beyond the Seas, and to and for every or any of them for the Time being, and to and for all Persons acting as Guardians, Trustees, or Committees

Committee

Committees, of any of the said Lessees or Under-Lessees, Owners, or Proprietors, being under Coverture, Minors, Lunaticks, or beyond the Seas, and to and for every or any of them for the Time-being, and to and for any of the said Lessees or Under-Lessees, or Owners or Proprietors, being Tenants in Tail, or for Life only, and to and for every of them respectively for the Time being (except the said *John Hopkins* and his Successors, Vicars of the Parish Church of *Cropley* aforesaid), by and with the Consent and Approbation of the said Commissioners or their Successors, or any Three or more of them, testified in Writing under their Hands and Seals, from time to time, to charge the Lands and Grounds which shall be assigned and allotted to the said Lord Bishop, or the Lessees of the said Bishop, or their Under-Lessees, or to the said Owners or Proprietors respectively, by virtue and in pursuance of this Act, with any Sum or Sums of Money, not exceeding the Sum of Three Pounds and Ten Shillings for every Acre, for the Purposes before-mentioned; and for the securing the Repayment of such Sum and Sums of Money with Interest, to grant, mortgage, lease, or demise, or otherwise subject, the Lands and Grounds so to be assigned and allotted unto such Person or Persons as shall advance and lend the same respectively, for any Term or Number of Years, so as such Grant or Demise be made with a Proviso or Condition to cease and be void, or with an express Trust to be surrendered, when such Sum or Sums of Money thereby to be secured, with the Interest thereof, shall be fully paid and satisfied; and that every such Grant, Mortgage, Lease, or Demise, of the said Ground, Land, and Premises, or any Part or Parts thereof, so to be made in pursuance of this Act, shall be good, valid, and effectual in the Law, for the Purposes thereby intended, notwithstanding the Want of legal Title in the said Owner or Owners, Husbands, Guardians, Trustees, or Committees, or in the Persons acting as such, or in the said Tenants in Tail or for Life, or any Settlement, Will, Trust, Use, Remainder, Limitation, or other Incumbrance, of or concerning the same Grounds, Lands, and Premises, or any Part or Parts thereof then in being, or capable of taking effect to the contrary.

And it is hereby further Enacted, by the Authority aforesaid, That when and as often as any One or more of the said Commissioners appointed by this Act, or to be elected in Manner herein after mentioned, shall die, or refuse to act, the surviving or remaining Commissioners, or the major Part of them, shall and may, by Writing under their Hands and Seals, from time to time, within One Calendar Month next after the Death, or such Refusal to act, of any such Commissioner or Commissioners, appoint a new Commissioner or Commissioners, not interested in the said intended Inclosure, in the place of each and every Commissioner so dying, or refusing to act; and every such Commissioner or Commissioners, so to be appointed, shall have the like Powers and Authorities by and under this Act, as the Commissioner or Commissioners, in whose Place or Places he or they succeed, was or were vested with, provided that Notice be given, in the Church or Chapel of *Wardington* aforesaid, of the Time and Place of Meeting to chuse such Commissioner or Commissioners, at least Six Days before the Time of such Appointment.

Commis-
sioners dying
or refusing to
act, the sur-
viving acting
Commis-
sioners to elect
new ones.

And

Commis-
sioners Fees
settled, with
the Manner of
Recovery.

And whereas Disputes may arise touching the Compensation the said Commissioners shall or ought to have, for their going to and from their Meetings and Attendances upon the Division of the Lands intended to be inclosed, and for executing the Powers vested in them by this Act, and for all such other Journeys and Attendances as they might be obliged to make, either before or after their signing and executing of their said Award, in, about, or concerning the Matters contained in this Act, or any thing to be done by them in pursuance thereof, or of the Trusts hereby in them reposed, **Be it therefore Enacted**, by the Authority aforesaid, That the Proprietors of the Lands intended to be inclosed (other than and except the said Right Reverend Lord Bishop of *Oxford* and his Successors, and the said *John Hopkins*, Vicar as aforesaid, and his Successors), shall pay unto the said Commissioners or their Successors respectively, any Sum not exceeding One Guinea for every Day he shall respectively travel or attend for the Purposes aforesaid, over and above all such necessary Expences as they shall be put unto respectively for their Maintenance and Support at the Times of such their Journeys and Attendance; which Monies shall be raised in Proportion to the said Proprietors respective Shares and Interests in the said Lands intended to be inclosed, and paid to such Person or Persons as the said Commissioners, or any Three or more of them, shall appoint to receive the same; and in case any Dispute shall arise concerning the Proportion of such Payment, the same shall be settled and determined by a Justice of the Peace for the said County of *Oxford*, not being interested therein, in a summary Way, upon Oath, which he is hereby authorized to administer; and in case any of the said Proprietors shall refuse or neglect to pay his, her, or their Share and Proportion of such Charges and Expences, when thereto required by the said Commissioners, or any Three or more of them, by a Notice in Writing to be affixed upon the Church or Chapel Door of *Wardington* aforesaid, for that Purpose, signifying the Time and Place of Payment, which Notice is hereby directed to be affixed at least Fourteen Days before the Time of such Payment; then the said Justice of the Peace, upon Oath made before him of such Notice having been given, and of all or any of the Proprietor or Proprietors having made Default in the Payment of their respective Shares, shall and may, by Warrant under his Hand and Seal, directed to any Person whatsoever, cause the same to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons neglecting or refusing to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of taking such Distress and Distresses, and selling the same; and in case no such Distress or Distresses can be had or taken as aforesaid, it shall and may be lawful for the said Justice to authorize and empower, by Warrant under his Hand and Seal for that Purpose, any Person or Persons to enter into and upon the Premises so to be allotted to such Person or Persons refusing to pay as aforesaid, and to take and receive the Rents and Profits thereof respectively, until thereby or therewith the Share or Shares, Proportion or Proportions, of the said Costs and Charges, so to be directed, awarded, and appointed by the said Commissioners, or any Three or more of them, to be paid by such Person or

Persons

Persons as aforesaid, and also all Costs, Charges, and Expences, occasioned by or attending such Entry upon, or Perception of the Rents and Profits of the same Premises, shall respectively be fully paid and satisfied.

And it is hereby further Enacted, That all other the Charges and Expences of the surveying, measuring, dividing, and allotting, the Lands and Grounds intended to be inclosed as aforesaid, and of the preparing and inrolling the said Award or Instrument, and other necessary Expences of the several Persons to be employed by the said Commissioners, or any Three or more of them, either before or after the executing their said Award, in and about the Premises, shall be paid, born, and defrayed, as well by the respective Lessees of the said Right Reverend Lord Bishop of Oxford, and their Under-Lessees, as by all the Proprietors and Owners, and Persons interested of and in the said Lands and Grounds so intended to be inclosed (other than and except the said Right Reverend Lord Bishop of Oxford and his Successors, and the said John Hopkins, Vicar as aforesaid, and his Successors), in proportion to their respective Shares, Interests, and Properties therein, at such Time and Times, and in such Proportion and Proportions, as the said Commissioners or their Successors, or any Three or more of them, shall, either before or after their executing their said Award, by a Notice or Notices in Writing, under the Hands of the said Commissioners, or any Three or more of them, to be affixed on the Church or Chapel Door of *Wardington* aforesaid, order and direct; which Notice is hereby directed to be affixed at least Fourteen Days before the Time of such Payment; and that in case any of the Persons aforesaid shall refuse or neglect to pay his, her, or their Share or Shares, Proportion or Proportions, of such Charges or Expences, within the Time to be limited by the said Commissioners or their Successors, or any Three or more of them, to such Person or Persons as they shall appoint to receive the same, then the said Commissioners or their Successors, or any Three or more of them, shall and may, and they are hereby required and authorized, by Warrant under their Hands and Seals, directed to any Person or Persons whatsoever, to cause the same to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so neglecting or refusing to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels; after deducting the Costs and Charges attending such Distress and Sale, or otherwise it shall and may be lawful to and for the said Commissioners or their Successors, or any Three or more of them, or any other Person to be authorized by them, to enter into and upon the Premises so to be allotted to such Person or Persons refusing or neglecting to pay, as aforesaid, and to take and receive the Rents, Issues, and Profits thereof, respectively, until thereby or therewith the Share or Shares, Proportion or Proportions, of the said Costs and Charges, so settled and directed, awarded, and appointed, by the said Commissioners or their Successors, or any Three or more of them, shall be paid by such Person or Persons as aforesaid, and also all Costs, Charges, and Expences, occasioned by or attending such Entry upon and Perception of the Rents, Issues, and Profits, of the said Premises, shall respectively be fully paid and satisfied.

Commis-
sioners Meet-
ings.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners or their Successors, or any Three or more of them, shall, and they are hereby required to cause publick Notice to be given in the Parish Church or Chapel of *Wardington* aforesaid, upon some Sunday immediately after Divine Service, of the Time and Place of the First Meeting of the said Commissioners for the executing the Powers hereby vested in them, at least Six Days before such Meeting; and shall also give the like Notice of Six Days of every subsequent Meeting for putting in Execution the Powers vested in them by this Act, at the Parish Church or Chapel aforesaid (Meetings by Adjournment only excepted).

New Allot-
ments to be
subject to
Quit-rents to
the Lord of
the Manor,
&c.

Provided always, and be it further Enacted, by the Authority aforesaid, That all and every the Chief-rents, Quit-rents, or other Rents, issuing out of, or due and payable, or to become due and payable, to the Lord or Lords, Lady or Ladies, of the Manor or Manors of *Wardington*, *Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes*, aforesaid, for the Time being, or to the Lord or Lords of the Hundred of *Banbury*, in the said County of *Oxford*, or to any Bodies Politick or Corporate, or other Person or Persons whomsoever, in respect of all or any of the Lands or Tythes of the Owners or Proprietors in the common Fields, common Meadows, common Grounds, and waste Ground, of *Wardington*, *Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes*, aforesaid, so to be inclosed as aforesaid, or in any of them; or any Certainty-money, or Money payable for Holding a Court-Lect, for any Manor or Manors of or in *Wardington*, *Williamscott* otherwise *Willscott*, and *Coton* otherwise *Cotes*, aforesaid, or for the Hundred of *Banbury* aforesaid, shall, after the making of the Award or Instrument herein before-mentioned, in manner as aforesaid, be payable out of and charged upon such Parts and Shares of the same, as to the Owners or Proprietors shall be therein respectively allotted and set forth, in lieu of their respective former Lands, and from that time the said Persons shall not (in respect of their said former Lands) be subject or liable to, or chargeable with the future Payments of such Quit-rents or Certainty-money.

Saving Clause
to the Lord of
the Manor.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforesaid, That nothing in this Act contained shall prejudice, lessen, or defeat, the Right, Title, or Interest, of any Lord or Lords, Lady or Ladies, of any Manor or Manors, Lordship or Lordships, within the Jurisdiction or Limits whereof the said open and common Fields, common Meadows, common Grounds, and waste Ground, hereby directed to be inclosed, or any Part thereof, are situate, lying, and being, or comprised of, in, and to, the Seigniories and Royalties incident or belonging to such Manor or Manors, or reputed Manor or Manors, respectively; but that all and every such Lord or Lords, Lady or Ladies, for the Time being, and all and every Person or Persons claiming under him, her, or them, as Lord or Lords, Lady or Ladies, of the said Manor or Manors, Lordship or Lordships, shall and may, from time to time, and at all Times hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Certainty-money, and all other Royalties and Privileges to the said Manor or Manors, Lordship or Lordships, or to the Lord or Lords, Lady or Ladies thereof, or any claiming under him, her, or them, incident, appendant, be-
longing,

A C T

FOR

Deciding and Including the Open and Common Fields, Common Meadows, Common Grounds, and Waste Ground, within Wardington, Williamscott otherwise Willscot, and Coxon otherwise Cotes, in the County of Oxford.

[1761.]